



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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November 23, 2005

IN REPLY PLEASE

REFER TO FILE: **AS-0**
74236
Amendment 1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

FLORENCE AVENUE ENHANCEMENT PROJECT
SUPERVISORIAL DISTRICTS 1 AND 2
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 and 15308 of Title 14 of the California Code of Regulations (the State CEQA Guidelines).
2. Approve amending Contract No. 74236 with Woods Maintenance Services, Inc., dba Hydro Pressure Systems and dba Graffiti Control Systems, for the Florence Avenue Enhancement Project to enable this service to continue on a month-to-month basis for up to six months, starting January 1, 2006, while Public Works completes the solicitation process for a replacement contract.
3. Approve supplementing the Florence Avenue Enhancement Project contract by a maximum sum of \$144,660, one-half the annual contract amount, for the six-month period. Funds are available in Public Works' 2005-06 Road Fund budget.

4. Delegate authority to the Director of Public Works to terminate this contract pursuant to Contract No. 74236 for purposes of implementing the new contract or if, in the opinion of the director, termination is warranted.
5. Instruct the Mayor to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 3, 2002, Synopsis 36, your Board approved Contract No. 74236 with Woods Maintenance Services, Inc., for periodic removal of graffiti, consumer-generated trash, litter, gum, grease on the sidewalks, and the steam cleaning of public sidewalks within the road rights of way, to enhance the public's desire to shop at the local shops. The project areas are within Supervisorial Districts 1 and 2 and incorporate some of the areas within public rights of way on East Florence Avenue, Pacific Boulevard, East Slauson Avenue, East Gage Avenue, South Central Avenue, East Compton Avenue, and Hooper Avenue. The contract was for an initial one-year period with two 1-year renewal options, beginning January 1, 2003. Public Works has exercised all renewal options for this contract. This contract is scheduled to expire on December 31, 2005.

The purpose of this action is to continue this service on a month-to-month basis, starting January 1, 2006, for up to six months, while Public Works completes the solicitation process for a new contract for this project. Drafting changes in the scope of work for the new contract have taken longer than anticipated, requiring us to request this extension. The Request for Proposals (RFP) is to be released by the end of November 2005, with the selection of a vendor by the end of the current year. We now anticipate services under the new contract to commence as early as March 1, 2006.

Implementation of Strategic Plan Goals

This amendment is consistent with the County Strategic Plan Goal of Service Excellence, as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The requested amount not to exceed \$144,660 for the six-month period is a proration of the existing annual contract amount of \$289,320. There will be no impact on net County costs. Funds are available in Public Works' 2005-2006 Road Fund budget.

The Honorable Board of Supervisors
November 23, 2005
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This amendment will continue the contract's current terms, specifications, conditions, and add provisions to implement the County's enhanced contract Record Retention and Inspection/Audit Settlement policy, the revised Non-Responsibility and Debarment policy, and allow the County to terminate this Contract as of the last day of any month prior to June, 2006, by providing written notice of the termination at least 30 days prior to the termination date. This amendment has been properly executed by the contractor and has been approved as to form by County Counsel. This Proposition A Contract remains cost-effective.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA pursuant to Sections 15301 and 15308 of Title 14 of the California Code of Regulations (the State CEQA Guidelines).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this amendment will continue the current contract services.

CONCLUSION

One adopted copy of this letter and two executed original amendments are requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 74236
FLORENCE AVENUE ENHANCEMENT PROJECT

THIS AMENDMENT made and entered into this ____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Woods Maintenance Services, Inc., dba Hydro Pressure Systems and dba Graffiti Control Systems, (hereinafter referred to as CONTRACTOR).

W I T N E S S E T H

WHEREAS, Contract No. 74236 was entered into between the COUNTY and the CONTRACTOR on December 3, 2002, to provide periodic removal of graffiti, consumer-generated trash, litter, gum and grease on the sidewalks, and steam cleaning of the public sidewalks within the rights of way in the Florence Avenue Enhancement Project area, commencing January 1, 2003, for a period of one year with two 1-year options, not to exceed a total contract period of three years; and

WHEREAS, The COUNTY has exercised both options, with the second and final option period to expire on December 31, 2005; and

WHEREAS, The COUNTY desires to continue the service beyond December 31, 2005, on a month-to-month basis for up to six months, at a monthly fee not-to-exceed \$24,110, while completing the solicitation process for a new contract for this service; and

WHEREAS, The CONTRACTOR is willing to continue to provide the service on the above-described terms; and

WHEREAS, since Contract No. 74236 was entered into, the COUNTY has adopted an enhanced Contract Record Retention and Inspection/Audit Settlement policy and a revised Non-Responsibility and Debarment policy.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 74236 shall be amended as follows:

FIRST: Part I, Section 2.P, Duration of Contract, of this Contract is hereby amended to extend the expiration date of the Contract for six months, to June 30, 2006, subject to the following:

- COUNTY may terminate this Contract as of the last day of any month prior to June, 2006, by providing written notice of the termination, specifying the termination date to the CONTRACTOR, at least 30 days prior to the termination date specified in the written notice. The termination will become effective at the end of the last day specified in the written notice.

SECOND: The CONTRACTOR shall be paid \$24,110 per month, not to exceed \$144,660 for the six-month period.

THIRD: The CONTRACTOR shall comply with the following Record Retention and Inspection/Audit Settlement policy:

1. The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in the COUNTY, provided that if any such material is located outside the COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.
2. In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within 30 days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
3. Failure on the part of the CONTRACTOR to comply with any of the terms of this provision shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
4. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand, or b) at the

sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

5. In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR'S records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR'S compliance with the COUNTY'S Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR'S non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subsection FF.4, relative to CONTRACTOR'S employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR'S full compliance with and adherence to California labor laws and the COUNTY'S Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five years thereafter unless the COUNTY'S written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in the COUNTY, provided that if any such materials and information is located outside the COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

FOURTH: Part II, Section 3.T, CONTRACTOR Responsibility and Debarment, of the current contract is revised to read as follows:

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CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.
- B. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- C. The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- D. If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- E. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board will prepare a proposed decision which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

G. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.

H. The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedure as for a debarment hearing.

The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

I. These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: All other terms, conditions, requirements, and specifications of the original Contract and prior amendments shall remain in effect.

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IN WITNESS WHEREOF, the COUNTY has by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles


By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel


By 
Deputy

WOODS MAINTENANCE SERVICES,
INC., dba Hydro Pressure Systems and
dba Graffiti Control Systems

By 
Its President

Barry K. Woods

Type or Print Name

By 
Its Secretary

Diane W. Woods

Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

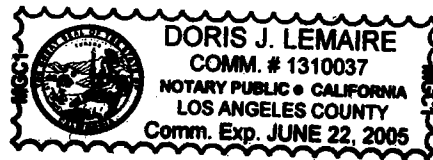
On November 20, 2005 before me, Doris J. Lemaire, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, BARRY K. Woods AND DAVE W. Woods

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Doris J. Lemaire (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

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